

Prepared by Anna Henderson, Story County Animal Control, Nevada, Iowa, 515-382-3338

## **ANIMAL SHELTERING SERVICES CONTRACT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Story County, Iowa (hereinafter “County”) and the City of Huxley (hereinafter “City”), Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

WHEREAS the City of Huxley has no building (structure) wherein the police department may receive or house domestic animals; and

WHEREAS Story County Animal Control has a building, located at 975 W. Lincoln Highway, Nevada, IA 50201; and

WHEREAS the County and City wish to enter into such an agreement for the receipt and housing of domestic animals in the Story County Animal Shelter building;

NOW, THEREFORE, the County and City do hereby agree as follows:

1. Authority:

The County, acting through its County Board of Supervisors, and the City, acting through its City Council, enter into this agreement pursuant to the powers granted to them under Chapter 28E of the Iowa Code.

2. Purpose:

Under this contract, Story County Animal Control shall provide said City with services of animal sheltering as set forth more specifically in succeeding paragraphs. Story County Animal Control will not provide service with regard to wild animals except as noted below in the Scope of Services, and in the sole discretion of Story County.

3. Definitions (Story County Code of Ordinances):

3.1. “Animal” shall mean a nonhuman vertebrate.

3.2. “Bite Animal” shall mean an animal that has bitten a human, provided that the bite punctured the skin.

3.3. “Cat” shall mean an animal fitting the scientific description *felis catus*.

3.4. “Companion Animal” shall mean any animal owned, confined, controlled or otherwise kept as a pet, but shall not include any livestock as defined under Iowa Code 717.1, or any game, fur-bearing animal, fish, reptile, or amphibian as defined under Iowa Code 481A.1.

3.7. “Dog” shall mean an animal fitting the scientific description *canis lupus familiaris*.

3.8. “Euthanasia” shall have the same meaning as defined under Iowa Code 162.2(13).

3.9. “Parties” shall mean both Story County and City of Huxley.

3.10. “Livestock” shall mean an animal belonging to the bovine, caprine, equine, ovine, porcine, or poultry.

3.11. “Shelter Services” shall mean providing adequate nutrition, water, shelter, and medical treatment to animals under the care of Story County Animal Shelter.

4. Scope of services:

- a. Story County Animal Shelter only **shall** respond to calls dispatched from the Story County Sheriff's office or the City of Huxley requesting drop off, retrieval, and/or impoundment of animals already confined and in custody of City employees and authorized by said City.
- b. Dog and Cat Shelter Services. The Story County Animal Shelter shall provide Shelter Services to dogs and cats delivered to its shelter location by the City.
- c. Stray Animal Pick-Up. Story County Animal Shelter will pick up confined stray Domestic Animals if needed between the hours of 8 a.m. – 3:00 p.m. at request of City.
- d. Other Animal Shelter Services. The Story County Animal Shelter shall provide Shelter Services to other Domestic Animals, including Bite Animals, but only if the Story County Animal Shelter has proper accommodations and is properly licensed for that species.
- e. Holding Period and Automatic Transfer of Ownership. Unless the City instructs otherwise, the Story County Animal Shelter shall retain animals brought into the Animal Shelter by the City for seven days, or longer if so required by any state, county, or municipal law, ordinance, rule or regulation applicable in the geographic area in which the animal was seized (hereinafter referred to as the "Holding Period"). Once the Holding Period expires, the City of Huxley shall transfer ownership of the animal to Story County. This paragraph does not apply to "Bite Animals".
- f. Attempt to Identify and Notify Owner. Upon receipt of an animal delivered by the City and/or Story County staff, the Story County Animal Shelter shall first attempt to identify the owner of the animal and notify the owner, if found, of the seizure of that animal as well as the owner's right to redeem the animal.
- g. Redemption of Impounded Animal by Owner. The owner of an animal impounded at the Story County Animal Shelter shall have the right to redeem that animal, subject to the following conditions:
  - a. Boarding Fees. The Story County Animal Shelter will collect incurred boarding fees directly from the owner prior to releasing the animal.
- h. Bite Animal Quarantine. Upon receipt of a Bite Animal, the Story County Animal Shelter shall keep the Bite Animal under quarantine for ten (10) days. During that period, the Story County Animal Shelter shall observe the Bite Animal for symptoms of rabies and other infectious diseases. Quarantined Bite Animals shall be released or euthanized only as directed by the City.
- i. Humane Euthanasia. For reasons of public safety, to relieve animal suffering or to address highly contagious diseases, the Story County Animal Shelter may humanely euthanize unclaimed, non-adopted animals. Further, any and all euthanasia procedures performed by Story County Staff shall be done in accordance with Iowa Code 162.2(13) and any other applicable state laws or rules.
- j. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum of seven (7) days if the animal is significantly sick or injured, vicious, feral/wild, or believed to have been exposed to a disease infectious to animals or humans.
- k. Wild and Exotic Animals. The parties understand that the Story County Animal Shelter may be unable or unwilling to accept certain species of animals. These animals include all non-domesticated or wild animals and those animals considered dangerous or exotic.
- l. Unusual or Emergency Circumstances. Story County Animal Shelter may assist with rescue of animals in unusual or emergency circumstances (i.e. flood water, fire, etc.) with permission from appropriate City Official.

- m. **The City understands that all services listed here are subject to the Story County Animal Control Officer's availability and discretion.**

5. Consideration (Animal Services Fee Schedule) (Quarterly Billing)

Story County will bill the City quarterly for services provided here under:

The City will pay Story County, Iowa based on the following fee schedule:

- a. \$25 per trip for confined Domestic Animal pick-ups within the city during business hours.
- b. \$50 per officer involved, per trip between the hours of 3 pm and 8 am, Monday through Friday, all day Saturday, Sunday and holidays for emergency assistance, or confined, Domestic Animal pick-ups within the city.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding.
- e. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock.
- f. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for the entire seven (7) days due to sickness, injury, or rabies testing.
- g. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for the entire seven (7) days due to sickness, injury, or rabies testing.
- h. \$5 per day for rental of humane cat trap.
- i. \$8 per day for rental of humane dog box trap.
- j. All diagnostic costs shall be paid by the City if such services are needed due to possible exposure to a suspected rabies or other infectious disease case.

6. Termination

Any party to this Agreement may terminate this Agreement by giving written notice to the other party at least ninety (90) days in advance of the date of termination.

7. Effective Date

This Agreement shall become effective upon its approval and execution by the County and City and its recording with the Story County Recorder and the Secretary of State for the State of Iowa pursuant to the requirements of *Code of Iowa*, Chapter 28E.

8. Duration and Term

This Agreement shall be effective on the effective date listed above and shall continue until terminated by either party.

9. Notice

Any Notice required or authorized by this agreement, shall be in writing either personally delivered or sent by ordinary mail to the following addresses:

City of Huxley, Attn: City Administrator, 515 N. Main Avenue, Huxley, IA 50124

Story County, Administration Building, 900 Sixth Street, Nevada, IA 50201

10. Savings Clause

If any section, provision or part of this agreement shall be found to be unconstitutional, such finding shall not affect the validity of the agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

11. Entire Agreement

This agreement represents the entire agreement between the parties as to the subject of this agreement. Any subsequent modification to the terms of this agreement shall be in the form of a duly executed Amendment to this agreement.

12. Amendments

This agreement may be amended at any time by mutual agreement of the parties. Any party desiring an amendment to this agreement shall notify the other party of its desire, and the reason for the request. Such a request shall be in writing to the other party, and shall be considered by the other party without unreasonable delay and within no more than (90) days of receipt.

13. Governing Law

This agreement shall be governed by and interpreted under the laws of the State of Iowa.

14. Signature Pages

The parties agree that this agreement has attached to it signature pages which shall be assembled and filed together with the agreement and shall together constitute one and the same instrument. A completed copy of the agreement with executed signature pages shall be sent to each party.

15. No Separate Entity Created

It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers or corporate powers of any party to this Agreement be affected in any way beyond the terms of this Agreement.

IN WITNESS THEREOF, Story County and City of Huxley, by their authorized representatives, executed this agreement.

*Signature Pages to Follow*

CITY OF HUXLEY, IOWA

By: \_\_\_\_\_  
Kevin Deaton, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk

State of Iowa            )  
                                  )ss  
Story County            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public for the State of Iowa, personally appeared Kevin Deaton and, Jolene Lettow to me personally known, and who, being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Huxley, Iowa, a municipal corporation; that the corporation has a seal, and that the foregoing instrument was signed on behalf of the City of Huxley, Iowa by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that Kevin Deaton and Jolene Lettow acknowledged the execution of the instrument to be the voluntary act and deed of the City of Huxley, Iowa by it and them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

COUNTY OF STORY

By: \_\_\_\_\_  
Latifah Faisal, Chair,  
Story County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Lucy Martin  
Story County Auditor

State of Iowa            )  
                                  )ss  
Story County            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public for the State of Iowa, personally appeared Latifah Faisal and Lucy Martin, to me personally known, and who, being duly sworn, did say that they are the Chair of the County Board of Supervisors and County Auditor, respectively, of the County of Story, Iowa; that the County has a seal, and that the foregoing instrument was signed on behalf of the Story County, Iowa by the authority of its Board of Supervisors, as contained in Resolution No. \_\_\_\_\_ adopted by the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and that Latifah Faisal and Lucy Martin acknowledged the execution of the instrument to be the voluntary act and deed of the Story County, Iowa by it and them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa